

MILITARY AND MILITARY AVIATION MISSION

Agreement signed at Rio de Janeiro January 17, 1941

Entered into force January 17, 1941

*Suspended by exchange of notes at Washington February 8 and
April 21, 1943¹*

Expired January 17, 1945

55 Stat. 1225; Executive Agreement Series 202

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRASIL

In conformity with the request of the Ambassador of the United States of Brazil in Washington, D.C., the President of the United States of America has authorized the appointment of a Military and Military Aviation Mission to Brazil under the conditions of the following Agreement signed in Rio de Janeiro by the representatives of the two interested Governments.

TITLE I

Purpose and Duration

Article 1—The purpose of the United States Military and Military Aviation Mission is to cooperate in technical matters with the Brazilian Ministry of War with the object of increasing and perfecting the efficiency of the Brazilian Army in Coast Artillery and Aviation, and in the various subjects correlated with both.

Article 2—The Mission shall continue for four years from the date of signing of this Agreement, unless extended, or terminated sooner, as herein provided.

Article 3—The Government of the United States of America may replace any member of the Mission who has exercised his functions in Brazil during a period of not less than two years.

Article 4—The Government of the United States of Brazil may, by means of a note of proposal to the Government of the United States of America, six months prior to expiration of this Agreement, suggest an extension thereof for such period as may be agreed upon by the two Governments.

¹ Not printed.

Article 5—This Agreement may be terminated prior to the time specified in Article 2 in the following manner:

- a) By written notice three months in advance by either of the two Governments to the other;
- b) As a measure in the public interest or because of internal or external hostilities in either of the two countries, in which case compliance with (a) shall be waived.

TITLE II

Composition and Personnel

Article 6—The United States Military and Military Aviation Mission shall be composed of a Chief—a Brigadier General, Colonel or Lieutenant Colonel on the active list of the Regular Army of the United States of America—and of such personnel of the Regular Army and Army Air Corps as the Brazilian Ministry of War, in agreement with the United States War Department, may indicate through the intermediary of the former's authorized representative in Washington.

Article 7—The military personnel now serving with the United States Military Mission may continue in their functions under the conditions of this Agreement, their time of previous service in Brazil to be credited to them in each case for the purposes of Article 2.

TITLE III

Duties, Rank and Precedence

Article 8—The members of the United States Military and Military Aviation Mission shall perform the duties assigned to them by the Chief of the Mission with the approval of the Brazilian Minister of War to whom, through the Chief of the Mission, they shall be solely responsible.

Article 9—Each member of the Mission shall continue to hold his rank in the Army of the United States of America, and shall wear the uniform and be governed by the Regulations thereof.

Article 10—The members of the Mission shall enjoy the prerogatives and privileges fixed by the Regulations of the Brazilian Army for officers and enlisted personnel of identical rank and grade but shall take precedence within each such rank or grade.

TITLE IV

Compensation and Perquisites

Article 11—During their service with the Mission, its members shall receive from the Brazilian Government the following annual compensation in Brazilian paper currency payable in twelve equal installments on the last day of each month:

Chief of Mission.....	Rs. 72:000\$000
Lieutenant Colonel.....	66:000\$000
Major.....	60:000\$000
Captain.....	54:000\$000
First Lieutenant.....	48:000\$000
Non-commissioned officer.....	26:000\$000

Article 12—Aviation officers shall also receive flight pay amounting to Rs. 1:000\$000 per month provided the Chief of the Mission, by written communication, certifies that they have fulfilled the requirements of the United States Army Regulations.

Article 13—The compensation fixed in the two preceding articles shall be exempt from all Brazilian Federal and State taxes during the period of this Agreement and the Ministry of War shall reimburse any charge which may be imposed as a consequence of future taxes which may be levied in Brazil.

Article 14—Each member of the Mission shall receive compensation for accrued leave and for the period necessary for travel to and from Brazil computed on the basis of the shortest usually traveled sea route between New York and Rio de Janeiro. Compensation for the return voyage to New York shall be paid in advance.

Article 15—The members of the Mission shall be furnished by the Government of the United States of Brazil with first-class passage for themselves and their families from New York to Rio de Janeiro and from Rio de Janeiro to New York by the shortest usually traveled sea route.

Article 16—The expenses for transportation of furniture, baggage and one automobile for each member of the Mission, including the cost of unloading on arrival and of packing and loading on departure, between New York and his residence in Brazil, shall be defrayed once in each direction by the Brazilian Government. Expenses for other shipments will not be paid by either Government except where such shipments are required by circumstances beyond the control of the member of the Mission concerned, in which case the Government responsible therefor shall bear the cost.

Article 17—The transportation expenses of the family, furniture, and automobile of personnel who, at the request of the Minister of War of Brazil, may join the Mission for temporary duty, shall be defrayed in accordance with a separate agreement in each case between the Secretary of War of the United States of America and the representative in Washington of the Brazilian Ministry of War.

Article 18—The Government of the United States of Brazil shall grant, on request of the Chief of the Mission, free entry into Brazilian ports for articles of personal and family use.

Article 19—If, as a result of action on the part of the Government of the United States of America, the services of any members of the United States Military and Military Aviation Mission should terminate prior to the mini-

num period of two years, he shall not be entitled to the benefits of the return voyage stipulated by Articles 14, 15 and 16.

Article 20—Should the Government of the United States of America detach any member of the Mission for breach of discipline, no cost of the return shall be borne by the Government of the United States of Brazil.

Article 21—If the services of any member of the Mission should terminate prior to the completion of two years from motives other than those specified in the foregoing Articles, he shall receive from the Brazilian Government all the compensation and allowances to which he would have been entitled upon the completion of two years, and shall be entitled to the benefits of Article 14 of this Title.

Article 22—Transportation and travel expenses in Brazil on the official business of the Brazilian Government shall be defrayed by that Government in accordance with Article 10.

Article 23—The Chief of the Mission shall be furnished by the Brazilian Government with a suitable automobile, with chauffeur, and upon advance requisition a properly equipped aircraft shall be supplied for the use of the members of the Mission either for official business or for the occasional training flights required by the Regulations of the United States Army; at the same time authority is granted to the personnel of the Mission to fly over Brazilian territory in United States Army aircraft after prior understanding with the Minister of War of Brazil.

Neither the United States Government nor any member of the Mission shall assume any responsibility for damage of material or equipment, or for injuries to or deaths of third persons, caused by or resulting from accidents occurring during any of these service flights.

Article 24—Suitable offices shall be made available for the members of the Mission.

Article 25—Should any member of the Mission, or of his family, die in Brazil, the Brazilian Government shall have the body transported to such city in the United States of America as the family of the deceased may indicate, but the cost to the Brazilian Government shall not exceed the cost of transporting the remains from the place of decease to New York City.

Should the deceased be a member of the Mission, his services shall be considered to have terminated fifteen days after his death.

Return transportation to New York City for the family of the deceased and for their baggage, furniture and automobile shall be provided as prescribed by Articles 15 and 16.

All compensation due the deceased member, including salary for the fifteen days subsequent to his death, and reimbursement for expenses and transportation due him for travel on Brazilian official business, shall be paid to the widow or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but no payments shall be made for accrued leave due and not taken by the deceased.

All payments due the widow or other person designated by the deceased under the provisions of this Article, shall be effected prior to the departure of the widow or other designated person from Brazil, and within fifteen days of the decease.

TITLE V

Requisites and Conditions

Article 26—So long as this Agreement, or any extension thereof, is in effect, the Brazilian Government shall not engage the services of any personnel of any other foreign government for duties pertaining to the Coast Artillery and Military Aviation.

Article 27—No member of the Mission shall divulge or reveal in any manner to any foreign government or person whatsoever, any matter of a secret, confidential, or restricted nature of which he may become cognizant in his capacity as a member of the Mission.

This requirement shall continue to be binding after termination of duty with the Mission, and after the expiration or cancelation of this Agreement or any extension thereof.

Article 28—The term *family* throughout the text of this Agreement shall be construed to mean for all relevant purposes: Wife, minor sons and unmarried daughters.

Article 29—Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year.

Unused leave shall be cumulative from year to year during service as a member of the Mission.

Article 30—The leave provided for in the preceding Article may be taken abroad, but the travel and transportation expenses incident thereto shall be borne by the officer taking the leave. All travel time shall count as leave and shall not be in addition to that authorized in the preceding Article.

Article 31—The Brazilian Government agrees to grant leave requested by the Chief of the Mission in writing, provided that it does not interfere with the efficiency of the service.

Article 32—Except when otherwise agreed upon in advance by the respective Governments, reliefs shall be effected by personal contact in Brazil between retiring members and the relieving members.

Article 33—Medical attention shall be furnished by the Government of Brazil to the members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, if an officer, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Brazilian authorities, and all expenses of treatment of the illness or injury, while the patient is a member of the Mission and remains in Brazil, shall be paid by the Government of Brazil.

If the hospitalized member is an officer, he shall pay only his subsistence; if, however, he is an enlisted man, subsistence shall be paid by the Brazilian Government provided he accepts treatment in the *Hospital Central do Exército*.

The privileges accorded by this Article to the members of the Mission shall be accorded equally to their families, except that the head of the family shall in each case be responsible for subsistence expenditures incurred in connection with the hospitalization of a member of his family, it being understood that the rights established in Article 10 shall be respected.

Article 34—Any member of the Mission unable to perform his duties by reason of long continued physical disability shall be replaced.

Article 35—This Agreement shall come into force on the date of signature and shall replace, as of the same date, the Agreement between the two Governments signed on November 12, 1938, for a United States Military Mission to Brazil.²

IN FAITH WHEREOF, the undersigned, being duly authorized, have signed the present Agreement in duplicate in the Portuguese and English languages at Rio de Janeiro, United States of Brazil, this 17th day of January, 1941.

OSWALDO ARANHA

Minister of Foreign Affairs

ENRICO G. DUTRA

Minister of War

WILLIAM C. BURDETT

Representative of the American Government

² EAS 135, *ante*, p. 877.